

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-15-67989
HUD# 07-16-4062-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

R. FRIEDRICH & SONS, INC.

619 East Lincoln Way
Ames, Iowa 50010-6520

TASTEFUL HOMES, LLC

2715 North Ridge Parkway
Ames, Iowa 50010-4503

STOTT BARRIENTOS AND ASSOCIATES, LLC

1421 South Bell Avenue, Suite 101
Ames, Iowa 50010-7710

COMPLAINANT

ANGELA JACKSON (formerly WILLIAMS)

Commissioner, Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the “Iowa Civil Rights Act of 1965,” Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the “light, switches, thermostats, electrical outlets in accessible locations” requirements of the ICRA and FHA.¹

Complainant specifically alleged, in Units 102 and 103, 2710 Bobcat Drive, Suncrest Apartments [henceforth referred to as “Suncrest”], (1) the height of the thermostat controls was 53 1/2 inches, which is higher than the maximum 48 inches allowed; and (2) the height of the midline of the bottom electrical outlet was 12 1/2 inches, which is less than the 15 inches minimum allowed.

Description of the Subject Property

Suncrest consists of seven two-story buildings. The scope of this agreement is limited to three buildings located on Bobcat Drive – 2710 [the tested building], 2715, and 2724.² There is no elevator in any of these buildings, which means only the six ground-floor dwelling units in each building – a total of 18 units – are “covered”³ by the design and construction provisions of the ICRA and FHA.⁴

The construction of all ground-floor units within the subject property buildings was based on three different designs. One unit per design was inspected, and all units are located in Building 2710. Respondents stated the ground-floor units in all three buildings were built and designed in the same manner as the inspected building. The table below lists the inspected unit numbers, unit types, and floorplan design descriptions for all of the ground-floor units.⁵

INSPECTED UNIT NUMBER	UNIT TYPE	DESCRIPTION
102	A	3BR/2BA – 1,294 SQ. FT.
103	B	1BR/1BA – 815 SQ. FT.
106	C	2BR/2BA – 1,080 SQ. FT.

¹ Iowa Code §216.8A(3)(c)(3)(ii); 24 C.F.R. §100.205(c)(3)(ii).

² Henceforth, these buildings will be respectively referred to as “Building 2710,” “Building 2715,” and “Building 2724.”

³ “Covered multifamily dwellings” or “covered multifamily dwellings subject to the Fair Housing Amendments” means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units.” Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

⁴ 42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

⁵ See Appendix B.

The scope of this agreement includes all 18 ground-floor units and the public/common use areas at Suncrest.

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Respondents answered:

The Respondents acknowledge that the outlets were lower than the acceptable 15" AFF and thermostats were above the acceptable 48" AFF. The Respondents are prepared to remedy these items in connection with this matter.

Report of Preliminary Findings:

ICRC Investigators inspected three units at Suncrest, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of Units 102, 103, and 106 in Building 2710, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) None of the parking spaces designated as reserved for persons with disabilities had the required signage designating at least one of these parking spaces at each of the three buildings as "Van-Accessible," even though they met the dimensional requirements.⁶ Additionally, the height of the bottom edge of the existing signs at these parking spaces was no greater than 46 inches, which is less than the minimum height of 60 inches allowed by ADAAG.⁷ Less than standard height causes these signs to be less visible and more challenging for persons with disabilities to readily locate suitable parking spaces.
- 2) The height of the keyhole in the top mailbox adjacent to Building 2715, which is the mailbox assigned to Unit 101,⁸ a ground-floor unit, was measured at 57.5 inches.⁹ There is enough clear floor space in front of the mailboxes for a tenant in a wheelchair to make a parallel approach, which means the maximum reach height cannot be greater than 54 inches. Therefore, the mailbox for Unit 101, which has a height greater than 54 inches, is unusable, according to the maximum reach parameters of ANSI 1986.
- 3) All interior thresholds were measured at no less than 7/8 inch in all inspected units. All of the interior threshold heights exceed the 1/4 inch maximum allowed for thresholds without beveling.¹⁰ The interior threshold heights are too high and render the secondary entrances to the porches unusable by tenants using wheelchairs.

⁶ See Appendix A, Figure 1A.

⁷ See Appendix A, Figure 2A.

⁸ Since there is no elevator, only the ground-floor units must have mailboxes with keyholes usable by tenants in wheelchairs.

⁹ See Appendix A, Figure 3C.

¹⁰ See Appendix A, Figure 3A.

- 4) The height of the top control buttons for the thermostats in all inspected units was measured at no less than 54 1/2 inches.¹¹ The height of the top control buttons exceeds the 48-inch maximum reach limit allowed by the Guidelines, making them unusable by tenants using wheelchairs.
- 5) The height of the bottom electrical outlets in each living room, dining room, and bedrooms of all inspected units was measured at 12 inches, which is lower than the 15-inch minimum allowed.¹² The heights measured render these electrical outlets unusable by residents who utilize wheelchairs.
- 6) Respondents submitted blueprints and floorplans, which include notes from the architect instructing the builder to install grab-bar reinforcement areas around the showers, bathtubs, and toilets.¹³ However, Respondents stated the carpenter, who completed the framing in the areas of the wall adjacent to these bathroom fixtures, verified that grab-bar reinforcement was not installed.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will replace one of the existing signs at the parking spaces designated as reserved for persons with disabilities within the parking areas for each of the buildings with a "Van-Accessible" sign, such that the height of the bottom edge of the sign is no less than 60 inches; and reinstall the sign for the other parking space designated as reserved for use by persons with disabilities, such that the height of bottom edge of the other sign is no less than 60 inches.
- 2) Respondents will renumber the mailboxes for the mailbox kiosks at each of Buildings 2710, 2715, and 2724, such that all of the mailboxes for tenants occupying ground-floor units will be at a height of no greater than the 54-inch maximum allowed.
- 3) Respondents will modify the thresholds of the sliding glass doorways at the ground-floor units where the interior height exceeds the 1/4-inch maximum without beveling such as to be compliant with the maximum threshold height.
- 4) Respondents will move the thermostats in all ground-floor units to a lower height such that the top operating control buttons will be at a height no greater than the 48-inch maximum allowed.
- 5) Respondents will move all non-compliant electrical outlets to a greater height such that the midline of the bottom electrical outlet will be at a height of no less than the 15-inch minimum allowed.

¹¹ See Appendix A, Figures 3A and 3B.

¹² See Appendix A, Figure 4C.

¹³ See Appendix B.

- 6) Upon request from tenants with disabilities occupying ground-floor units, Respondents will install (1) floor-mounted grab bars adjacent to the toilets – secured onto the concrete floors – and (2) long grab bars surrounding the bathing fixtures – secured onto the existing studs – with dimensions and relative locations that meet the requirements as established in Requirement 6 of the FHADM.¹⁴

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the scoping requirements of the 2012 International Building Code [IBC 2012], which incorporates the standards of the 2009 American National Standards [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements]. Neither the IBC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.¹⁵ Therefore, the FHADM, which incorporates ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2012 or ANSI 2009.

The public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than tenants or tenants' visitors will visit or frequent those areas. The common use areas, however, such as parking spaces, mailboxes, and dumpsters, are governed by the FHA since they are only for use by the tenants of the subject property. The ADA will only be referenced in the current agreement for the public areas, which include the parking lot, sidewalks, and interior hallways.¹⁶ Finally, the requirements of the ADA will be presented as stated in the "2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities" (ADAAG). *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

Following is the assessment of the reported deficiencies, based on the scoping and technical requirements of the 2010 ADAAG and the FHADM:

- 1) ICRC concurs with Respondents' proposal to replace one of the existing signs at the parking spaces designated as reserved for persons with disabilities within the parking areas for each of the buildings with a "Van-Accessible" sign and reinstall the sign for the other parking space reserved for use by persons with disabilities, such that the bottom edge of both signs will be at the required minimum height of 60 inches.

¹⁴ *See* Appendix C, pages 3 – 11.

¹⁵ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

¹⁶ The ADAAG defines "Public Use" as "[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned." *See* "Definitions" on page 47 of ADAAG available online at http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf. Therefore, since the interior hallways and parking spaces are available for use by prospective tenants, who are part of the general public, these areas are deemed to be "Public Use."

- 2) ICRC concurs with Respondents' proposal to renumber the mailboxes for the mailbox kiosks at each of the buildings within the scope of this agreement, such that all of the mailboxes for tenants renting ground-floor units will be at a height of no greater than the 54-inch maximum allowed.
- 3) ICRC concurs with Respondents' proposal to modify the thresholds of the sliding glass doorways at the ground-floor units where the interior height exceeds the 1/4-inch maximum without beveling to be compliant with the maximum threshold height. ICRC proposes the installation of an accessible ramp or shims under the carpet at the interior threshold as a means of completing this retrofit.
- 4) ICRC concurs with Respondents' proposal to move the thermostats in all ground-floor units to a lower height, such that the top operating control buttons will be at a height no greater than the 48-inch maximum allowed.
- 5) ICRC concurs with Respondents' proposal to move the electrical outlets to a greater height, such that the midline of the bottom electrical outlet will be at a height of no less than the 15-inch minimum allowed.
- 6) ICRC concurs with Respondents' proposal to – upon request from tenants with disabilities who occupy ground-floor units – install floor-mount grab bars adjacent to the toilets and long grab bars surrounding the bathing fixtures to meet the requirements as established in Requirement 6 of the FHADM, but only as long as they communicate in writing to current and future tenants occupying any of the ground-floor units in Buildings 2710, 2715, and 2724 about the option to have grab bars installed at no charge.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual

orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).
4. Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).
5. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
6. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
7. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 *C.F.R. Part 100.200 et seq.*; 56 *Fed. Reg.* 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

8. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
9. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
10. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
11. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

12. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14. Respondents agree Kurt Friedrich, Rich Johansen, and Michael Stott will:

- (a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the Commission. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

Attendance at Design and Construction training session offered during the 4th Annual “Be the Change” ICRC Symposium – to be held on October 28, 2016 – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

15. Respondents agree Kurt Friedrich, Rich Johansen, Michael Stott and current employees of Stott Barrientos and Associates, LLC who are involved in the design and/or construction of covered multi-family dwelling properties, will within 120 days from the date of the Closing Letter from ICRC:

- (a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.
- (b) Submit separate signed written statements via email from each of the Respondents’ representatives named above in paragraph “(a)”, and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:
 - i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
 - ii. They understand what the Seven Main “Design Requirements of the Guidelines” are by listing them in the written statement.

Required Modifications or Retrofits

16. Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – “Van-Accessible” and Accessible Parking Signage

- (a) The parties agree neither one of the two parking spaces designated as reserved for persons with disabilities at Buildings 2710, 2715, and 2724 has the required “Van-Accessible” signage; and the height of the bottom edge of the signage at both of these parking spaces is no greater than 46 inches, which is less than the 60-inch minimum required by 2010 ADAAG.
- (b) Respondents agree they will replace one of the existing signs at the parking spaces designated as reserved for persons with disabilities at Buildings 2710, 2715, and 2724 with a “Van-Accessible” sign, such that the height of the bottom edge of the sign is no less than 60-inches; and reinstall the sign at the other parking space designated as reserved for use by persons with disabilities, such that the bottom edge of this sign is no less than the 60-inch minimum height, as required by 2010 ADAAG.

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree the mailbox keyholes for the tenants in ground-floor Unit 101 at each of Buildings 2710, 2715, and 2724 exceed the maximum reach range of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as specified in ANSI 1986.
- (b) Respondents agree they will rearrange the mailbox numbers at each mailbox kiosk for Buildings 2710, 2715, and 2724 to provide ground-floor tenants occupying Unit 101 at all three buildings with mailbox keyholes that do not exceed the height of 54 inches, as required by ANSI 1986.

Usable Doors – Threshold for Secondary Door

- (a) The parties agree the height onto the finished floor surface of the interior threshold at the sliding glass doorway of all inspected ground-floor units exceeds the 1/4-inch maximum height allowed for interior thresholds without beveling, as established by the FHADM.
- (b) Respondents agree they will either permanently install a ramp or install shims under the carpet – with a running slope of 8.33% – at the interior threshold to the sliding glass doorway from the living room to the porch of all inspected ground-floor units as required by FHADM.
- (c) Respondents agree to measure the interior threshold height onto the finished floor surface in all other ground-floor units – in Buildings 2710, 2715, and 2724 – not inspected by ICRC Investigators. If the height of the interior threshold is more than the 1/4-inch maximum height allowed by FHADM, Respondents agree to retrofit the interior threshold in the same manner as described in “(b)” paragraph above to bring it into compliance with the ICRA and FHA.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Thermostats

- (a) The parties agree the height of the thermostat controls in all inspected units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) Respondents agree they will lower the thermostat controls in all inspected ground-floor units, such that the display screen and all operating buttons are at a maximum height of 48 inches, as required by the FHADM.
- (c) Respondents agree to measure the height of the thermostats display screen and operating buttons in all other ground-floor units not inspected by ICRC Investigators. If the height of the thermostats is greater than the 48-inch maximum height allowed by FHADM, Respondents agree to retrofit the thermostats in the same manner as described in “(b)” paragraph above to bring it into compliance with the ICRA and FHA.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Electrical Outlets

- (a) The parties agree the height of the midline of the bottom electrical outlet in all of the receptacles (typically there are two outlets per receptacle) at the inspected units is less than the 15-inch minimum required by FHADM.
- (b) Respondents agree they will move all electrical receptacles in all inspected ground-floor units such that the midline of the bottom electrical outlet is at no less than the 15-inch minimum required by FHADM.
- (c) Respondents agree to measure the height of the midline of the bottom outlet of all electrical receptacles in all other ground-floor units not inspected by ICRC Investigators. If the height of the midline of the bottom electrical outlet is less than the 15-inch minimum height allowed by FHADM, Respondents agree to retrofit the electrical receptacles in the same manner as described in “(b)” paragraph above to bring it into compliance with the ICRA and FHA.

Reinforced Walls for Grab Bars

- (a) The parties agree the absence of grab-bar wall reinforcement in the ground-floor units at Suncrest is a deficiency because it prevents the future installation of standard grab bars, in violation of Requirement 6 in ICRA and FHA, unless floor-mounted grab bars are installed adjacent to the toilet, and long grab bars are used surrounding the bathing facility.
- (b) Respondents agree they will notify all current and future tenants occupying the ground-floor units in Buildings 2710, 2715, and 2724 at Suncrest, in writing, about their option to have Respondents install floor-mounted grab bars adjacent to

the toilets or long grab bars on the walls surrounding the bathing fixtures to tenants who require them because of a disability.

- (c) Respondents agree the written notification or letter referred to in “(b)” paragraph above is to be worded in a manner that clearly communicates that grab-bar installation adjacent to both the toilet and bathing facility is offered free of charge to tenants who require them because of a disability.
- (d) Respondents agree to agree to send the written notification referred to in “(b)” paragraph above to the tenants occupying the ground-floor units in Buildings 2710, 2715, and 2724 within 30 days from the date of the Closing Letter from ICRC.
- (e) Respondents also agree to send a statement to ICRC within 14 days from the date of the Closing Letter from ICRC verifying that the note referred to in “(b)” paragraph above was, in fact, distributed to each of the tenants in ground-floor units of Buildings 2710, 2715, and 2724.
- (f) Respondents agree to distribute the note referred to in “(b)” paragraph above to each new tenant at the time a lease or sub-lease agreement is signed for the ground-floor units in Buildings 2710, 2715, and 2724.
- (g) Respondents agree to install the grab bar products within 30 days from the date of a tenant’s request.
- (h) Respondents agree the grab bar products to be installed after a tenant’s request will be either one of the products listed on pages 3 through 11 of Appendix C, or be one with similar product features as these products, and will be installed such as to meet the requirements of Requirement 6 of the Guidelines as presented in the FHADM, and to meet the usability requirements of the FHA and ICRA.¹⁷

Required Timelines for Completion of Modifications or Retrofits

- 17. Respondents agree that the above-required modifications or retrofits to the public and common use areas of the subject property – accessible parking signage and mailboxes – within 90 days from the date of the Closing Letter from ICRC.¹⁸
- 18. Respondents agree to make the following modifications or retrofits to each of the units as each of the units becomes vacant:
 - Usable Doors – Threshold for Secondary Door will be brought into compliance.

¹⁷ <https://www.huduser.gov/portal/publications/pdf/fairhousing/fairch6.pdf> (Last visited on June 14, 2016).

¹⁸ The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

- Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Thermostats and Electrical Outlets will be brought into compliance.
- Respondents agree to make the required modifications or retrofits before each of the units is rented again.
- Reinforced Walls for Grab Bars (will be limited to when a request is made to tenants who require them because of a disability.)

19. Respondents acknowledge that the lack of grab-bar reinforcement areas will cause these units to continue to be non-compliant and subject to possible future enforcement actions by either the United States Department of Housing and Urban Development (HUD) or the United States Department of Justice (DOJ).

Mandatory Reporting Requirements

20. Respondents agree to notify ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) when they have completed the required modifications or retrofits for each of the units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all 18 units.

21. Respondents agree to submit a copy of the letter required above to ICRC for review and approval within 14 days of receiving a Closing Letter from ICRC, and before sending the letters.

ICRC will review and reply to Respondents about the request for approval within three business days of receiving a copy of the advertising and letters.

22. Respondents agree send a copy to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) of all written requests for the above-stated grab-bar retrofits within 14 days of their receipt of the request.

23. Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.

24. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by

the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

R. Friedrich & Sons, Inc.
RESPONDENT

Date

Tasteful Homes, LLC
RESPONDENT

Date

Stott Barrientos and Associates, LLC.
RESPONDENT

Date

Angela Jackson
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date